



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

PIEDMONT REGIONAL OFFICE

4949-A Cox Road, Glen Allen, Virginia 23060

(804) 527-5020 Fax (804) 527-5106

www.deq.virginia.gov

Molly Joseph Ward
Secretary of Natural Resources

David K. Paylor
Director

Michael P. Murphy
Regional Director

STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO COLORTREE GROUP INC. Registration Number 52285

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1309 and -1316, between the State Air Pollution Control Board and Colortree Group Inc., for the purpose of resolving certain violations of the Virginia Air Pollution Control Law and the applicable regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia as described in Va. Code §§ 10.1-1184 and -1301.
2. "Colortree" means Colortree Group Inc., a corporation authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Colortree is a "person" within the meaning of Va. Code § 10.1-1300
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.

A handwritten signature in the bottom right corner of the page.

4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
5. "Facility" means Colortree, a manufacturer of envelopes, direct mail, and commercially printed products which involves the operation of printing presses. Colortree is located at 8000 Villa Park Drive, Richmond, Virginia.
6. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1309.
7. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the Virginia Air Pollution Control Law.
8. "Permit" means a New Source Review Permit (NSR) to construct and operate, Registration No. 52285, for its current printing operations and for the construction and operation of four new offset lithographic printing presses and a printing plate processor. The Permit was issued under the Virginia Air Pollution Control Law and the Regulations to Colortree on March 30, 2015.
9. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
10. "Regulations" or "Regulations for the Control and Abatement of Air Pollution" mean 9 VAC 5 chapters 10 through 80.
11. "Va. Code" means the Code of Virginia (1950), as amended.
12. "VAC" means the Virginia Administrative Code.
13. "Virginia Air Pollution Control Law" means Chapter 13 (§ 10.1-1300 *et seq.*) of Title 10.1 of the Va. Code.

SECTION C: Findings of Fact and Conclusions of Law

1. Colortree owns and operates the Facility in Richmond, Virginia. The Facility emits Volatile Organic Compounds (VOCs) and Particulate Matter (PM) during the manufacture of envelopes, direct mail and commercially printed products and during the printing process of these paper products. The Facility is the subject of the Permit which allows the emission of VOCs and PM. The Facility is located in the Richmond VOC control area, where the air quality is currently considered to be in attainment for all criteria pollutants.
2. Colortree submitted an Air permit application to DEQ by letter dated October 30, 2014, received on November 3, 2014, including supplemental information dated December 16, 2014, January 26, 2015, February 19, 23, and 24, 2015, and March 24 and 26, 2015.

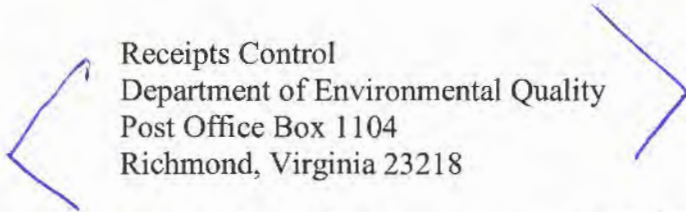
3. Prior to October 30, 2014, DEQ staff had no record of receiving an Air permit application or of issuing an Air permit to Colortree Group Inc. for the equipment, inks, solvents, and other solutions used in the manufacture and printing of the envelopes, direct mail, and general commercially printed products. Colortree began operation at the Facility in 2004.
4. On November 24, 2014, DEQ staff conducted a Pre-permit inspection of the Facility and confirmed that Colortree was operating it without a permit.
5. 9 VAC 5-80-1120(A) states that "no owner or other person shall begin actual construction of, or operate, any new stationary source or any project subject to this article without first obtaining from the board a permit under the provisions of this article. The owner may not construct or operate the stationary source or project contrary to the terms and conditions of that permit."
6. 9 VAC 5-80-1210(E) states that "any owner who constructs or operates a source subject to this section not in accordance with the terms and conditions of any permit to construct or operate, or any owner of a source subject to this section who commences construction or operation without receiving a permit hereunder, shall be subject to appropriate enforcement action including, but not limited to, any specified in this section."
7. On April 7, 2015, the Department issued Notice of Violation No. APRO000117-001 to Colortree, for the violations as described above.
8. On April 20, 2015, Department staff met with Colortree representatives to discuss the violations, including the corrective action the company had taken.
9. Based on the information Colortree provided in the October 30, 2014 permit application and additional supplemental information, a DEQ records review, and the April 20, 2015 meeting with representatives of Colortree, the Board concludes that Colortree has violated Regulations 9 VAC 80-1120(A) and 9 VAC 5-80-1210(E), as described above.
10. Colortree completed the corrective action by March 30, 2015, when the Permit was issued for the construction and operation of the Facility. Colortree has performed the corrective action that demonstrates the violations as described above, have been addressed.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §10.1-1309 and -1316, the Board orders Colortree, and Colortree agrees to:

1. Pay a civil charge of **\$46,700** within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia", delivered to:



Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Colortree shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Colortree shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Colortree, for good cause shown by Colortree, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.* after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Colortree admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Colortree consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Colortree declares it has received fair and due process under the Administrative Process Act and Virginia Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend or enforce this Order.
6. Failure by Colortree to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing



herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Colortree shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. Colortree shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Colortree shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of any such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Colortree. Nevertheless, Colortree agrees to be bound by any compliance date, which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Colortree has completed all of the requirements of the Order; or


- b. Colortree petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
- c. the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Colortree.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Colortree from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

- 12. Any plans, reports, schedules or specifications attached hereto or submitted by Colortree and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
- 13. The undersigned representative of Colortree certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind Colortree to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Colortree.
- 14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
- 15. By its signature below, Colortree voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 15th day of FEBRUARY, ~~2016~~,
2017

Jeffery A. Steers


Michael H. Murphy, Regional Director
Department of Environmental Quality



Colortree Group Inc., voluntarily agrees to the issuance of this Order.

Date: 11/17/17 By: [Signature], PRESIDENT/CEO
(Person) JAMES E. PATTERSON (Title)
Colortree Group, Inc.

State of Virginia

City/County of Henrico

The foregoing document was signed and acknowledged before me this 17th day of
January, 2018, by J. James E. Patterson, who is
(name)
President/CEO of Colortree Group Inc., on behalf of the corporation.



[Signature]
Notary Public
7130736
Registration No.

My commission expires: 11/30/2019

Notary seal: